

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
FIRST COMMUNICATIONS, LLC**

Whereas, Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("SBC Wisconsin") and First Communications, LLC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on November 3, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, on July 9, 2003, in it's UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

**1. Appendix UNE, Paragraph 2.9.1 is amended as follows:**

Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect in its own discretion, provided that such routes, technologies, and facilities are non-discriminatory with respect to the way **SBC-13STATE** provides service to its own end users, affiliates or other carriers. **SBC-13STATE** will provide access to UNEs where technically feasible. **SBC-IL** shall not require CLEC to submit a BFR to gain access to UNEs available under the interim tariff filed by Ameritech Illinois in Docket No. 01-0614, which shall be superceded by the finally approved tariff ordered by the Commission in that docket. Neither Party waives any right to seek a stay or rehearing of the order approving the final tariffs, to appeal said order or to otherwise challenge the order through any lawful means. **AM-WI** shall not require CLEC to submit a BFR to gain access to UNEs it was ordered to make available by the Wisconsin Public Service Commission in "Final Decision Phase 1", Investigation into Ameritech Wisconsin Operational Support Systems issued in Docket No. 6720-TI-160 issued September 25, 2001. **SBC-Wisconsin** *will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented. ("Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place.)* Neither Party waives any right to seek a stay or rehearing of the order, to appeal the order or to otherwise challenge the order through any lawful means.

2. Delete the current UNE price schedule and replace with the attached UNE price schedule. The rates listed in the UNE price schedule shall be implemented consistent with the WI UNE Compliance Order and CLEC's underlying Agreement.

3. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

4. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

6. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"), except as otherwise explicitly provided by the First Communications, LLC Amendment to First Communications, LLC Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment") for the time period from its effective date through May 31, 2004, as specifically set forth below. The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, except as otherwise explicitly provided in the Superseding Amendment, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties acknowledge and agree that they previously entered into the Superseding Amendment, in which they waived certain rights they may have under the Intervening/Change in Law paragraph of the Agreement with respect to any reciprocal compensation, compensable traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are subject to the Superseding Amendment from the effective date of the First Communications, LLC Superseding Amendment through May 31, 2004. Notwithstanding anything to the contrary in the Agreement and this Amendment, and in addition to reserving their other rights, the Parties acknowledge and agree that Wisconsin Bell, Inc. has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and that in entering into this Amendment, Wisconsin Bell, Inc. is reserving its right to seek conforming modifications to the Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into the Agreement, which shall apply between the Parties upon expiration of the Superseding Amendment. The Parties understand and agree that effective June 1, 2004, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of June 1, 2004, the Parties agree that on or before September 4, 2003, they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under the Agreement as of June 1, 2004. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law,

including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

7. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**First Communications, LLC**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For/* President - Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITIES-BASED OCN#** \_\_\_\_\_

**ACNA** \_\_\_\_\_